UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re:	Lehman Brothers Holdings Inc.	Case No. <u>08-135</u>

Court ID (Court Use Only)

NOTICE OF TRANSFER OF CLAIMS OTHER THAN FOR SECURITY PURSUANT TO BANKRUPTCY RULE 3001(E)(2)

CLAIMS HAVE BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. §1111(a). Pursuant to Bankruptcy Rule 3001(e)(2), Transferee hereby gives notice of the transfer, other than for security, of the claims referenced herein.

Name of Transferee:	Name of Transferor:
UBS AG, London Branch	Capital Partners Securities Co., Ltd.
Notices to Transferee should be sent to:	Court Record Address of the Transferor:
UBS AG, London Branch	(Court use only)
1 Finsbury Avenue	
London	
EC2M 2PP	
England	
Attn: Kazuya Ichikawa and Marie Miyazawa (Tokyo)	
Last Four Digits of Acct.#:	Last Four Digits of Acct.#:
Name and Address where transferee payments should be	Name and Current Address of Transferor
sent (if different from above):	Capital Partners Securities Co., Ltd.
	Asahi Building, 6th Floor
	3-12-2, Nihonbashi, Chuo-ku
	Tokyo 103-0027
	Attn: Kunihiko Shimoda
Claim Amount:	
\$569,611 principal amount, corresponding to	Note: This is a partial transfer of claim.
20.689655% of ISIN XS0349757368	See Schedule 1 to annexed Evidence of Transfer.
Court Claim No. (if known):	
62783.82	
02703.02	
Date Claim Filed:	
November 2, 2009	

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: Mari Migarana Date: 13th July, 2012
NAME MARZE MILYAZAWA

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 &3571.

As set forth in the attached Evidence of Transfer of Claim, Transferor has waived to the fullest extent permitted by law any notice or right to receive notice of a hearing under Bankruptoy Rule 3001(e).

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

For value received, the adequacy and sufficiency of which are hereby acknowledged, Capital Partners Securities Co., Ltd. ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to UBS AG, London Branch (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the amounts specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's and all prior sellers' right, title and interest in and to the claim evidenced by Proof of Claim Numbers as specified in Schedule 1 hereto filed by or on behalf of Lehman Brothers International (Europe) (in administration) ("Predecessor") (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights, title and benefits of Seller and any prior seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, principal, interest, damages, penalties, fees or any other property, which may be paid or distributed with respect to the Purchased Claim (including for clarity, all amounts distributed on or after the trade date of June 29, 2012 (the "Trade Date") whether or not the Trade Date is before, on or after any record date with respect to an amount) or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to or evidencing the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, and any and all of Seller's right, title and interest in, to and under any right or remedy of Seller or any prior seller against any prior seller in respect of the Purchased Claim, (c) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto, and (d) any and all rights, remedies, claims and causes of actions regarding any of the foregoing; (e) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), (c), (d) and (e), the "Transferred Claims"). For the avoidance of doubt, the Purchaser does not acquire any liabilities or obligations with respect to the Transferred Claims or the Seller or the any prior sellers.

The Purchased Claim was transferred from Predecessor to Lehman Brothers Japan Inc. as evidenced at docket #18840 and by Lehman Brothers Japan Inc. to Seller as evidenced at docket number #19948 in the Proceedings.

Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good legal and marketable title to the Transferred Claims, free and clear of any and all liens, claims, objections, set-off rights, security interests, participations, factoring agreements or encumbrances created or incurred by Seller or any prior seller or against Seller or any prior seller and all filings required to evidence Seller's title to the Transferred Claim have been duly and timely filed with the Court; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) neither the Seller nor any prior seller has engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will give rise to any setoff, defense or counterclaim or that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsubordinated unsecured claims; (g) Seller has delivered to Purchaser a true and correct copy of the Notice of Proposed Allowed Claim Amount, dated August 29, 2011, which relates to the Proof of Claim, and as of the date hereof, neither Seller nor any prior seller has received any revised Notice of Proposed

Seller: Capital Partners Securities Co., Ltd.

Buyer: UBS AG, London Branch Proof of Claim: 62783.82 ISIN: XS0349757368 Allowed Claim Amount or other Notice of Proposed Allowed Claim Amount; (h) all predecessor agreements contain provisions pursuant to which the respective prior sellers waive any objection to the transfer of the Transferred Claims to transferees including the Purchaser; (i) there are no objections to the Transferred Claims, and all documents provided to Purchaser by Seller are true, accurate and complete copies of such documents, and there are no documents received by any prior seller or Seller that are material or adverse to the Transferred Claims which have not been provided by Seller to the Purchaser; (j) Purchaser is entitled to transfer its rights and its obligations hereunder without any notice to or the consent of any prior seller. (k) Seller (or prior seller) has received \$11,823.55 in respect of the Transferred Claim due to a distribution on April 17, 2012 (the "April Distribution"). Other than the April Distribution, no distributions, proceeds, assets, cash or other amounts have been received by Seller (or any prior seller) in respect of the Transferred Claims.

- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives, with respect only to the Transferred Claims, to the fullest extent permitted by law any notice or right to receive notice of a hearing with respect to such transfer pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.
- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, that result from Seller's breach of its representations, warranties, covenants and agreements made herein.
- 5. Seller shall promptly (but in any event on no later than the third (3rd) business day following receipt) remit any notices, correspondence, payments, distributions or proceeds received by Seller or any prior seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, (but in any event on no later than the third (3rd) business day following the date hereof), to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security. Seller shall act or omit to act with respect to the Transferred Claims solely to the extent directed by Purchaser, and Seller shall cause all prior sellers to act or omit to act with respect to the Transferred Claims solely to the extent directed by Purchaser.
- Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered (including, on Seller's part, causing any prior seller to execute or deliver), all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions (including, on Seller's part, causing any prior seller to deliver distributions and proceeds received by any prior seller and to act) and other actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim. Seller agrees that all distributions, amounts, proceeds, assets, cash and other property received by Seller or any prior seller on or after the Trade Date (whether or not such Trade Date is before, on or after any record date for such amounts) are for the account of Purchaser, and at the election of the Purchaser, (i) the Purchaser may net, setoff and reduce the purchase price payable by it and any other amounts owed by it in respect of the Transferred Claims against the distributions, assets, cash, property and amounts payable by

Seller: Capital Partners Securities Co., Ltd.

Buyer: UBS AG, London Branch Proof of Claim: 62783.82 ISIN: XS0349757368 Seller (or any prior seller) to it in respect of distributions, assets, cash, property and amounts received by Seller or any prior seller on and after the Trade Date, or (ii) the Seller shall pay such amounts received by Seller or any prior seller on or prior to the date of this Agreement and on and after the Trade Date in respect of the Transferred Claims to the account information provided to it by Purchaser on the date of this Agreement.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this $^{13}\mathrm{th}\mathrm{day}$ of July, 2012.

CAPITAL PARTNERS SECURITIES CO., LTD.

By: Kunihiko Shimoda

Title: Executive Officer

Address:

Capital Partners Securities Co., Ltd. Asahi Building, 6th Floor 3-12-2, Nihonbashi, Chuo-ku, Tokyo 103-0027 Japan UBS AG, LONDON BRANCH

Name: Thomas Shaw
Title: Director

Traded Products Legal

Name: Joanne Hall

Address:

Director Traded Products Legal

UBS AG, LONDON BRANCH

I Finsbury Avenue

London EC2M 2PP England

Schedule 1

Transferred Claims

Purchased Claims

JPY60,000,000 of JPY 290,000,000 or 20.689655% of Seller's interest in, to and in connection with that claim that is referenced in the Proof of Claim with ISIN XS0349757368 as highlighted in the copy of the Proof of Claim attached at Schedule 2 and described below (for the avoidance of doubt, Seller holds 100% of the claim that is referenced in the Proof of Claim to the extent that the ultimately allowed amounts of the Proof of Claim in respect thereof differs from the original amount, pursuant to this Agreement and Evidence of Transfer of Claim: Lehman Program Securities, Seller intends to transfer 20.689655% of Seller's interest in, to and in connection with that claim in respect of ISIN XS0349757368) together with interest, fees, expenses and other recoveries due.

Lehman Programs Securities to which Transfer Relates

Proof of Accrued Claim Amount (as Number of Proof of Claim Filing Date)	62783.82
Maturity	March 18, 2038
Coupon	Index-Lin ked Interest
Principal/ Notional Amount in JPY (USD equivalent)	JPY 60,000,000 (USD 569,611)
Guarantor	Lehman Brothers Holdings Inc.
Issuer	Lehman Brothers Treasury Co. B.V.
Blocking Number	6045752
ISIN/CUSIP	XS0349757368
Description of Security	JPY290,000,000 Fixed Rate and Index-Linked Target Redemption Notes due March 18, 2038

Seller: Capital Partners Securities Co., Ltd.

Buyer: UBS AG, London Branch Proof of Claim: 62783.82 ISIN: XS0349757368

Schedule 2

United States Bankruptcy Court/Souther	rn District of New York	LEUMANICECHE	ITIES PROGRAMS
Lehman Brothers Holdings Claims Proce c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		PROOF (OF CLAIM
In Re: Lehman Brothers Holdings Inc., et al., Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	Filed: USBC - Souther Lehman Brothers H 08-13555	
Note: This form may not be used based on Lehman Programs Secundate://www.lehman-docket.com	rities as listed on		
Name and address of Creditor: (and nam Creditor) Lehman Brothers Inte: 25 Bank Street London E14 SLE United Kingdom Attn: Steven Anthony See attached for add:	rnational (Europe) (in adm.	clain clain clain	Check this box to indicate that this n amends a previously filed claim. rt Claim Number:
Telephone number: see attached l Name and address where payment shoul		anyo relat	Check this box if you are aware that one else has filed a proof of claim ing to your claim. Attach copy of ment giving particulars.
Telephone number:	Email Address:		
	2008, whether you owned the Lehmar me fixed or liquidated before or after Seable on September 15, 2008. If you are a amounts for each Lehman Programs in amounts for each Lehman Programs in includes interest or other charges in Identification Number (ISIN) for each Lehman Programs Security, you may a Number (ISIN): see attached and Number, a Euroclear Bank Electron of for each Lehman Programs Security is proker or other entity that holds such see a may attach a schedule with the Block	a Programs Securities on September 1: eptember 15, 2008. The claim amour is filing this claim with respect to more security to which this claim relates. addition to the principal amount due Lehman Programs Security to which attach a schedule with the ISINs for the (Required) ic Reference Number, or other deposition which you are filing a claim. You ccurities on your behalf). If you are filing Numbers for each Lehman Programs	5, 2008 or acquired them thereafter, at must be stated in United States e than one Lehman Programs Security, on the Lehman Programs Securities. This claim relates. If you are filing the Lehman Programs Securities to tory blocking reference number, as must acquire a Blocking Number ling this claim with respect to more ams Security to which this claim
	(Requir	ed)	
4. Provide the Clearstream Bank, Euroclyou are filing this claim. You must acquaccountholder (i.e. the bank, broker or o numbers. Accountholders Euroclear Bank, Clear	nire the relevant Clearstream Bank, Eur ther entity that holds such securities on	oclear Bank or other depository particles your behalf). Beneficial holders show articipant Account Number: 978	cipant account number from your uld not provide their personal account
5. Consent to Euroclear Bank, Clearst			FOR COURT USE ONLY
consent to, and are deemed to have authorisclose your identity and holdings of Loreconciling claims and distributions.	orized, Euroclear Bank, Clearstream B ehman Programs Securities to the Debt	ank or other depository to ors for the purpose of	NOV 0 2 2009
of the creditor or other		nd state address and telephone	EPIQ BANKRUPTCY SOLUTIONS, LLC

ATTACHMENT TO LEHMAN PROGRAMS SECURITIES CLAIM OF LEHMAN BROTHERS INTERNATIONAL (EUROPE) (IN ADMINISTRATION)

Lehman Brothers International (Europe) (in administration) (including all of its international 1. branches, "LBIE"), acting through one of Steven Anthony Pearson, Michael John Andrew Jervis, Dan Yoram Schwarzmann or Anthony Victor Lomas (together, the "Administrators" and each an "Administrator") as agents for LBIE and without personal liability, hereby files this Lehman Programs Securities (as defined in the Bar Date Order dated July 2, 2009, "LPS") omnibus claim (the "LPS Omnibus Claim") against Lehman Brothers Holdings Inc. ("LBHI" and, together with its direct and indirect subsidiaries, the "Lehman Group"), case number 08-13555 (JMP) (the "Bankruptcy Proceeding") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). LBIE files this LPS Omnibus Claim in connection with the LPS bar date for the purpose of preserving the rights of its clients (which term, for the avoidance of doubt, means in this LPS Omnibus Claim, LBIE's own clients and the clients of LBIE's affiliates) on whose behalf this LPS Omnibus Claim is made under title 11 of the United States Code (the "Bankruptcy Code"). This LPS Omnibus Claim, including, without limitation, each of the values identified herein and in any supporting workpapers attached hereto, has been calculated to the best of the Administrators' knowledge in reliance on LBIE's books and records as of the date of this filing and as qualified in every respect as set forth in greater detail herein. LBIE reserves the right to supplement, amend or correct the claim population and each claim value or value placeholder reported in this LPS Omnibus Claim.

I. BACKGROUND

- 2. LBIE (an unlimited company incorporated in England and Wales with registered number 02538254) was the principal trading company of the Lehman Group in Europe. LBIE's business involved the global provision of a wide range of financial services and products, including trading and broking, equity and fixed income instruments and financial derivatives on behalf of its clients and itself. LBHI was the parent holding company in the United States of the Lehman Group, which provided a wide array of financial services in equity and fixed income sales, trading and research, investment banking, asset management, private investment management and private equity. LBHI and LBIE functioned as part of an integrated, international financial group whose businesses were closely intertwined.
- 3. On September 15, 2008, LBIE was placed into administration by order of the High Court of England and Wales (the "Administration Date"). On the same date, LBHI filed for bankruptcy protection in the Bankruptcy Court pursuant to chapter 11 of the Bankruptcy Code (the "Filing Date").

II. DESCRIPTION OF LPS OMNIBUS CLAIM

4. LBIE asserts and reserves the rights of its clients, whose holdings are identified in the supporting workpapers attached hereto, under the Bankruptcy Code, and other applicable law, with respect to their claims, whether or not such clients have independently filed a claim on their own behalf in the Bankruptcy Proceeding. LBIE has identified the LPS holdings reflected in the attached schedule (the "LPS Holdings") by comparing its own books and records against the LPS list dated July 17, 2009 (as amended on September 23, 2009) provided by LBHI on its website (the "LPS List"). LBIE has custody of the LPS Holdings, each of which are guaranteed by LBHI. LBIE holds the LPS Holdings for its clients and/or for clients of its affiliates. LBIE estimates that the aggregate amount owing by LBHI to LBIE's clients in connection with Account Number 97816 at EUROCLEAR, subject in

all respects to the reservation of rights and the further discussion as set forth herein, is not less than USD 2,084,741,055 (the "Valuation") as displayed in the schedule attached hereto.

5. With respect to bonds, the Valuation has been calculated as the nominal position multiplied by a factor of one multiplied by accrued interest where applicable and then converted to a USD equivalent using the appropriate exchange rate from Lehman Group systems as at September 15, 2008. Where applicable and/or where possible, the accrued interest has been calculated from the last coupon payment date to September 15, 2008, but due to limited access to the requisite Lehman Group systems post-September 15, 2008, such calculations have been based on alternative sources of information, which are still in the process of being validated.

III. RESERVATION OF RIGHTS

- 6. The relationship between LBIE and other members of the Lehman Group, including LBHI, was extremely complex. The relationship became more complex upon and after the Administration Date because, among other reasons, the regular maintenance and functioning of the IT systems and resources on which LBIE relied to monitor and record its security and custody positions effectively ceased on the Administration Date. Further, due to the global separation of the Lehman Group since September 15, 2008, there are differences between the internal data platforms and IT systems that various members of the Lehman Group, including LBHI, may continue to use versus the IT systems and resources that LBIE may continue to use. These practical complexities, together with difficulties surrounding the evaluation and interpretation of the underlying contractual documentation and electronic records of the LPS Omnibus Claim, require substantial resources and expertise to analyze and overcome. This lack of access to full books and records, all systems, and requisite personnel impacts LBIE and other members of the Lehman Group alike.
- 7. This LPS Omnibus Claim is necessarily being filed in reliance on the Administrators' best understanding of LBIE's books and records as of the date of this filing. The Administrators have only had access to LBIE's books and records since the Administration Date. LBIE reserves all rights to update, revise and supplement the data supporting this LPS Omnibus Claim, including with respect to, but not limited to, the valuation of securities as described herein, as LBIE continues to reconcile its books and records with LBHI and other members of the Lehman Group as applicable. LBIE's clients do not waive any right to amounts due for the LPS Omnibus Claim asserted herein by not stating a specific amount due for any such claims at this time.
- 8. This LPS Omnibus Claim has been made for and on behalf of LBIE's clients. To the extent that new or better information becomes available which indicates that one, some or all of the LPS Holdings are in fact held by LBIE for itself, LBIE reserves all of its rights with respect to such LPS Holdings, and will amend the relevant LPS Claim(s) filed by LBIE and/or this LPS Omnibus Claim accordingly.
- 9. Valuations have been performed using the best data reasonably available in the period before the Bar Date. Valuations are subject to change should more or better data become available with respect to the following non-exhaustive list of valuation components: (i) despite best efforts to ascertain the complete set of depot settlement data with respect to failed and pending trades, such data is unavailable to LBIE as certain of such data is in the control of other custodians, some of which may confront the same systems and personnel problems that LBIE currently faces; (ii) corporate actions and events and coupons payable data prior to September 15, 2008 are not included due to the need to correct underlying system data before calculating their impact; (iii) LBIE's access to and visibility of information pertaining to the movement of securities post-September 12, 2008 has been

substantially hindered if not terminated completely; (iv) certain pricing factors, including but not limited to inflation indices and multi-currency bonds; (v) with respect to warrant securities that were difficult to value, LBIE has not yet ascribed a value to each such warrant security for the purpose of estimating the amount of the claim in relation thereto; (vi) with respect to securities that have embedded derivatives that effect the principal payout, LBIE is not currently able to compute the impact of the default of the issuer of the security given the complexity and burdensome nature of such exercise; and (vii) other variables.

- 10. Moreover, except as otherwise noted herein or in the exhibits hereto, the securities positions reflect depot positions per LBIE's records as of September 12, 2008. LBIE explicitly reserves its right to supplement, amend or revise the LPS Omnibus Claim to reflect valuations as more information becomes available.
- 11. Populations of LPS have been reflected in the attached schedule using the best data reasonably available in the period before the Bar Date. Populations are subject to change should more or better data become available with respect to the following non-exhaustive list of factors affecting populations: (i) certain custodian information about transactions is unavailable to LBIE as well as other members of the Lehman Group; (ii) the process of reconciliation with LBHI, other members of the Lehman Group, other custodians, street-side counterparties, and clients is still ongoing and may result in additions to or decreases from the populations of LPS, which may include certain positions about which LBIE has received queries from certain affiliates, but with respect to which no reconciliation has yet been completed; (iii) trades were mis-booked during the preadministration period and can only be identified and rectified after intensive manual investigation; and (iv) other factors.
- 12. LBHI is the guarantor of all LPS, and it is LBHI's books and records that would reflect any and all offerings of foreign Lehman paper that should have been included in the LPS List. LBIE is not in a position to ensure that the LPS List is complete. While LBIE reviewed its books and records for any LPS-qualifying securities that it purchased or holds, and made additions to the LPS List before it was finalized by LBHI, as discussed throughout this LPS Omnibus Claim, LBIE's access to all systems and records is limited. Accordingly, LBIE reserves all rights of its clients to, among other things, supplement this LPS Omnibus Claim should new LPS-qualifying securities not included in the LPS List be discovered after the date of this filing.
- 13. The claims not denominated in USD have been converted to USD for the purpose of this submission. In general, LBIE has relied on exchange rates taken from Lehman Group systems as at September 15, 2008. Ultimately, LBIE reserves its clients' rights as to the appropriate foreign exchange rates upon which to base any of its clients' claims.
- 14. LBIE hereby asserts on behalf of its clients a claim for interest and other costs including but not limited to attorneys' fees and/or other professional fees on the constituent parts of the LPS Omnibus Claim where appropriate and expressly reserves the right to amend the LPS Omnibus Claim accordingly.
- 15. As per the Bar Date Order dated July 2, 2009, LBIE has not attached any documentation supporting the LPS Omnibus Claim other than the attached schedule. LBIE will use its reasonable efforts to make relevant contracts, agreements and other information pertinent to the LPS Omnibus Claim available upon reasonable request by LBHI in a manner and time to be agreed by the parties.

- 16. To the extent that any portion of the LPS Omnibus Claim is entitled to administrative priority status under section 507 of the Bankruptcy Code, LBIE claims such priority status to the maximum amount allowed by law on behalf of its clients. The filing of this LPS Omnibus Claim shall in no way be deemed a waiver of LBIE's right to assert on behalf if its clients that any or all of the amounts owed to LBIE's clients by LBHI are entitled to administrative priority status.
- 17. LBIE's clients reserve the right to assert any basis for recovery of cash, securities or other assets from LBHI under any legal or equitable theory including, without limitation, indemnification, breach of fiduciary duty, unjust enrichment, conversion, constructive trust, return of property otherwise not properly within LBHI's bankruptcy estate, treatment in accordance with the regulations of the Financial Services Authority or other potentially applicable US or non-US laws and regulation or other priority treatment with respect to each of the claims asserted herein.
- 18. LBIE does not waive any right or rights of action that LBIE's clients have or may have against LBHI's estate or any other entity. LBIE reserves any and all rights its clients have or may have with respect to any other agreements that may exist between LBIE's clients and LBHI, including without limitation, any rights of setoff, recoupment or netting. Nothing herein shall be deemed a waiver by LBIE's clients of any of their rights and remedies in connection with such agreements.
- By filing this LPS Omnibus Claim, LBIE does not submit itself or its clients to the jurisdiction of the Bankruptcy Court or any other U.S. court or tribunal for any purpose other than with respect to this LPS Omnibus Claim. Where U.S. jurisdiction does exist with respect to this LPS Omnibus Claim, LBIE does not waive or release its rights to, on behalf of its clients, (i) withdraw the reference or (ii) a jury trial with respect to the subject matter of this LPS Omnibus Claim, any objection thereto or other proceeding that may be commenced in this case against or otherwise involving LBIE. By filing this LPS Omnibus Claim, neither LBIE nor its clients waive any of their rights and remedies against any other person or entity who may be liable for all or part of the claims set forth herein, whether another affiliate of LBHI, or an assignee, separate guarantor or otherwise. LBIE and its clients reserve all rights to assert (i) any claim, defense, offset or other right against any party, including but not limited to LBHI or any of its affiliated debtors or non-debtors, in a foreign jurisdiction, including but not limited to claims based on U.S. and U.K. or other foreign law, and (ii) any claims, defenses, offsets or other rights available to them under U.S. or any other jurisdiction's law in the event LBHI asserts counterclaims or affirmative claims against LBIE or its clients in the Bankruptcy Court. Furthermore, LBIE asserts that any counterclaim or affirmative claim by LBHI against LBIE or its clients must be asserted in its applicable foreign proceeding, whether in the U.K. or in another foreign jurisdiction, and LBIE and its clients reserve the right to assert therein any claim, defense, offset or other right that may be asserted in such U.K. or other foreign proceeding. LBIE and its clients further reserve all rights to assert that, under principles of equity or comity or otherwise, a court other than the Bankruptcy Court would be the appropriate forum in which to hear and decide any matter in connection with this LPS Omnibus Claim.
- 20. This LPS Omnibus Claim is not intended to be and shall not be construed as (a) an election of remedies; (b) a waiver of any defaults; or (c) a waiver or limitation of any rights, remedies, claims or interests of LBIE and/or LBIE's clients.
- 21. LBIE reserves the right to replace, amend or supplement this LPS Omnibus Claim at any time and in any respect, including, without limitation, for the purpose of (a) setting forth or changing the basis of the claims described herein and (b) providing further description or evidence of such claims.

In the event that any order of the Bankruptcy Court is entered into which effects: (i) a recharacterization or subordination of claims, including without limitation, this LPS Omnibus Claim; (ii) substantive consolidation of some or all of the LBHI affiliated debtors with any of their affiliates; or (iii) any other similar remedy, the rights of LBIE to file additional proofs of claim or amended proofs of claim against LBHI or any of its affiliates on behalf of LBIE's clients is specifically reserved. This LPS Omnibus Claim is submitted without prejudice to any of LBIE's rights or those of its clients in all respects.

22. The Administrators have signed this LPS Omnibus Claim as agents for and on behalf of LBIE and neither they, their firm, partners, employees, agents, advisers or representatives shall incur any personal liability whatsoever in respect of, or in relation to, this LPS Omnibus Claim. The exclusion of liability set out in this paragraph shall arise and continue notwithstanding the termination of the agency of the Administrators and shall operate as a waiver of any claims in tort as well as under the laws of contract.

IV. NOTICES

23. Notices regarding this LPS Omnibus Claim should be sent to

Lehman Brothers International (Europe) (in administration) 25 Bank Street London E14 5LE United Kingdom

Attn: Steven Anthony Pearson as Joint Administrator of Lehman Brothers International (Europe)

and

PricewaterhouseCoopers LLP Plumtree Court London EC4A 4HT United Kingdom Attn: Steven Anthony Pearson

with a copy to:

Linklaters LLP 1345 Avenue of the Americas New York, NY 10105 Attn: Titia Holtz Kiah Beverly-Graham

Phone: (212) 903-9000

The state of the s	B Operation Personne	Number					
XS0384072103	6045826	8 ZCB	CSU 000,000.8	5,000,000	1.0000	5.000,000	
XS0379987372	6045829	97816 Floating	120,000,000 JPY	122.025,867	0.0095	1,158,463	Yes
XS0379485864	6045825	97816 ZCB	SO00,000,5	5,000,000	1.0000	5,000,000	
XS0372558753 XS0374734480	6045828	97816 Floating		200.000.000	9800'0	1,898,704	
X\$0373182566	6045822	97816 ZCB	500,000,000	200,000,000	0.0095	4,746,760	
XS0369334700	6045823	97816 Floating	100,000,000 200,000	100,000,000	0.0085	949,352	
XS0368926092	6045817	87816 Floating		1 000 000 000 1	5800.0	9.493.521	
XS036869844	8045824	97816 Fixed		8,736,697	1.0000	8,736,697	Yes
X\$0368576848	6045818	97816 Floating		100,000,000	0.0095	949,352	
XS0368098090	6045816	97816 208		7.000,000	0.6571	4,599,700	
XS0367930582	6045812	97816 ZCB	02N 000,000,7	7,000,000	0.6571	4.589.700	
XS0367648721 XS0367848648	6045808	97818 2CB		2,000,000	1.6571	4,598,700	
XS0367282059	6045813	97816 Floating		10.000,000	1.0000	10,000,000	
XS0367280277	6045815	97816 Floating		10,000,000	1.0000	10,000,000	
XS0367279931	6045817	87816 Floating		10,000,000	1.0000	10,000,000	
XS0367279774	6045810	97816 Floating 07846 Elvating	USD 000,000,01	10,000,000	00000	2.183.510	
XS0366374384	6045802	97816 Floating	200,000,000	200,000,000	0.0005	1,898,704	
XS0366126224	6045803	97816 ZCB		7,000,000	0.8063	5,643,750	
XS0366125828	6045806	97816 ZCB	7,000,000 AUD	7,000,000	0.8063	5,643,750	
XS0365916179	6045807	97816 ZCB 97816 ZCB	_	2,000,000	0.6571	4,588,700	
XS0365915874	6045808	97816 ZCB		000'000'8	0.8063	6,450,000	
XS0365872968	6045805	97816 ZCB		2.000.000	0.8063	5,643,750	
XS0365870830	6045798	97816 ZCB	0ZN 000,000,7	7,000,000	0.6571	4,599,700	
XS0365822781	6045799	87816 202		200,000,000	0.8063	5,643,750	
XS0364885614	6045797	97816 ZCB		7,000,000	0.8063	5,643,750	
XS0364649250	6045800	97816 Floating		100,000,000	0.0095	949,352	
XS0364263227	6045790	97816 ZCB 07816 ZCB	7,000,000 AUC	000,000,7	0.8063	5,643,750	
ASC364016340 XS0363707695	6045794	97816 Fixed		7.000,000	0.8063	5,643,750	
XS0362680778	6045795	97816 Floating		100,000,000	9800°C	849,352	
XS0362661398	6045793	97816 Floating	Ydf 000,000,001	190,000,000	90000	1,803,769	
XS0362376435 XS03614,07674	6045781	97816 Froating 97816 7CB	7.000,000 7.000,000 7.000,000	000,000,7	0.6571	4,599,700	
XS0360870488	6045784	97816 Fixed	7,000,000 AUD	7.000.000	0.8063	5,643,750	
XS0360870306	6045782	97816 Fixed	7,000,000 AUD	7.000,000	0.8063	5,843,750	
XS0360775141 XS0360377765	6045787	97816 Floating 97816 7CB	_	000,000,7	0.8063	5,843,750	
XS0359858759	6045783	97816 Fixed		7.000,000	0.6571	4,599,700	
XS0359351938	6045778	97816 Fixed	5,000,000 AUD	5,000,000	0.8063	4,031,250	
XS0359279998	6045779	97816 Fixed 07816 Eived	7,960,000 AUU	000,000,	0.0085	1,081,339	, Yes
XS0358125630	6045781	97816 Floating		000'000'2	0.6571	4,599,700	
XS0358118189	6045773	97816 Floating		5.000,000	1.0000	5,000,000	
XS0357874451	6045770	97816 Fixed	7,960,000 AUD	000,000,00	0.0085	3,643,750	
XS0354911710	6045771	97810 Fixed	Y9L 000.0001	100,000,000	5800.0	948,352	
XS0354608290	8045774	97818 ZCB		1,000,000,000	9600'0	9,483,521	
XS0354483140	6045775	97819 Floating	350,000,000 JPY	350,000,000	90000	3,322,732	
XS0354482928 XS0354225954	6045765	97816 Floating		3,027,650	1,0000	3,027,650	Yes
XS0353875106	6045766	97816 Floating		120,000,000	5800:0	1,139,222	
XS0353499790	6045767	97816 Floating	Y4L 000.000.001	100,000,000	0.0095	949,352	
XS0353345823	6045/69	9/816 Floating	1 000 000 t	000,000,000	1 0000	1 000 000	
ASUSSZ812371 XS0352601701	6045764	97816 Floating		100,000,000	0.0095	949,352	
XS0352601610	6045762	97816 Floating	100,000,000	100,000,000	9800'0	949,352	
XS0352601024	6045761	97816 Floating	100,000,000 1 JPY	100,000,000	90000	949,352	
XS0351983779 ·	100000				2000	200 200	

Lehman Paper held in account 97816 EUROCLEAR

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Column	International Securities Identification Number (ISIN)	Blocking Reference	Number	instrument type	Position	Currency	Currency Amount	15/09/2008	Equivalent	Interest Accrual
Color Colo		6045760	97816	Floating	400,000,000	Yql	å.	0,0095	3,797,408	
Column	-	6045756	97818	Floating	7,000,000	AUD ON	7,000,000	0.8063	5,643,750	
Third but with a control of the co	_	6045755	97816	Floating	7,300,000	AUD	2,000,000	0.8063	5,643,750	
1,100, 10,10		6045758	97816	Floating	7,000,000	NZD	7,000,000	0.6571	4,599,700	
The control of the		6045/53	97816	Floating	000,000,000	Yar	000,000,000	50000	2,753,121	
Chief Chie		6045751	97816	Floating	400,000,000	YAſ	400,000,000	9600'0	3,797,408	
The color of the		6045754	97816	Fixed	7,000,000	AUD	2,000,000	0.8063	5,643,750	
Printing place TOTAL DESCRIPTION AND TOTAL DESCR		6045749	87816	Floating	50,000,000	LSI.	30,000,000	1 0000	10.055.278	, ,
Proof Partie Pa	_	6045750	97878	Floating	270,000,000	Adi,	270,000,000	0.0095	2,583,251	1
The color of the		6045748	97816	Floating	7.000,000	AUD	7,000,000	0.8063	5,643,750	
The color of the		6045747	97816	Fixed	2,000,000		2,000,000	0.8063	5,643,750	
The color of the		6045748	97816	Fixed	7,000,000		7,000,000	0.8063	5,643,750	
POTENTIAL CONTRINGED ALCO ALCO<	_	6045/43	97816	rice du	000,000,7		7 000 000	0.8063	5.649.750	
Part Color	_	6045741	97816	300000	000,000,6		5,000,000	0.8083	4,031,250	
OFFINE DESIRAND TOTO ORDINO DE JOY TOTO DE JOY	-	6045745	97816	ZCB	5,000,000		5,000,000	0.8063	4.031,250	
The color of the	-	6045742	91816	Floating	100,000,000		100,333,333	0.0095	852,517	Yes
The color of the	-	6045744	97818	Floating	7,000,000		8,914,111	0.8063	7,187,002	8
Part		6045734	97816	Floating	100,000,000		100,000,000	0.0085	949,352	
CFT 100 CFT 100 <t< td=""><td></td><td>6045736</td><td>91878</td><td>Floating</td><td>7 000 000</td><td></td><td>000 000 2</td><td>0.8063</td><td>5.643.750</td><td></td></t<>		6045736	91878	Floating	7 000 000		000 000 2	0.8063	5.643.750	
PATE TOTAL STATE AND ALL AND AL		6045738	97816	ZCB	5,000,000		2,000,000	1,000	2,000.000	
97.100 FORMARIA 77.000.000 PAY 77.000.000 ATT. TABLE 97.110 FORMARIA 50.000.000 PAY 50.202.222 0.0068 477.851 97.110 FORMARIA 50.000.000 PAY 50.000.000 6.000.000 4.77.851 97.110 FORMARIA 50.000.000 ALD 7.000.000 1.000.000 4.77.851 97.110 FORMARIA 50.000.000 ALD 7.000.000 1.000.000 4.77.851 97.110 FORMARIA 50.000.000 ALD 7.000.000 0.000.000 4.77.851 97.110 FORMARIA 50.000.000		6045737	97816	ZCB	7,000,000		000'000'2	0.8063	5,643,750	
97.10 FORT STATE STA		6045739	97816	Floating	7,000,000		2,000,000	0.6571	4,599,700	
1,000,000 1,00		6045733	97816	Floating	500,000,000		502,222,222	0.0095	4,767,857	Yes
Column C		6045732	97816	Floating	500,000,000		502.222.222	50000	4,767,857	S 40.
0700 (100) 1000 (1		0073709	97816	Fixed	7.000.000		2,000,000	0.8063	5,643,750	3
97816 [208] 91000000 USD 1,0000000 USD 1,00000000 USD 1,00000000 USD 1,000000000 USD 1,000000000 USD 1,000000000 USD 1,000000000 USD 1,000000000 USD 1,0000000000 USD 1,000000000 USD 1,00000000 USD 1,00000000 USD		6045728	97816	Fixed	7,600,000		7,000,000	0.6571	4,599,700	
9778 (228) 8,000,000 (AU) 6,000,000 (6045731	97816	Floating	18,000,000		18,000,000	1.0000	18,000,000	
Print (mark) CASO (MAID) ALODA (MAID) CASO (MAID)		6045726	97816	ZC8	8,000,000		8.000.000 8.000.000	0.8063	6.450,000	
Part		6045/23	97816	Elved	7 000 000	AUD	2.000,000	0.8063	5,643,750	
97816 Fiewed 7,000,000 AUD 7,000,000 0,0083 5,642,750 97816 Fiewed 7,000,000 HV 7,000,000 O,008 7,54,822 97816 Fiewed 7,000,000 HV 8,000,000 O,008 7,54,822 97816 Fiewed 7,000,000 HV 7,000,000 O,008 PV 7,000,000 97816 Fiewed 7,000,000 HV 7,000,000 PV 7,000,000 7,000,000 97816 Fiewed 7,000,000 HV 7,000,000 7,000,000 7,000,000 7,000,000 97816 Fiewed 7,000,000		6045727	97816	Fixed	8,000,000		8,000,000	0.8063	6,450,000	
OFFIGE (2016) AUD <		6045724	97816	Fixed	7,000,000		7,000,000	0.8063	5,845,750	
97.16 Colorado 17.500.000 ALD 7.500.000 CORRES 6.046.872 97.16 Colorado 17.500.000 ALD 7.000.000 0.0883 5.643.790 97.16 Colorado 17.000.000 ALD 7.000.000 0.0883 5.643.790 97.16 Colorado 17.000.000 ALD 7.000.000 0.0883 5.643.790 97.16 Colorado 17.000.000 ALD 7.000.000 0.0883 5.643.750 97.16 Colorado 17.000.00		6045717	97816	Fixed	7,000,000		000.000.7	0.8083	25043,730	
CFF (1) (2) (2) (2) (2) (3) (4) (2) (4) (2) (4) (4) (4) (4) (4) (4) (4) (4) (4) (4		6045/21	97878	POR DE	7.500.000		7.500,000	0.8063	6,046,875	
Q7716 Founish TO000000 AUD AUD TO000000 CO00000 AUD AUD TO00000 CO00000 AUD AUD TO000000 AUD AUD TO000000 AUD AUD TO000000 AUD AUD TO000000 AUD		6045722	97816	208	7.000,000		000'000'2	0.6571	4.599,700	
977816 Floating 170000000 AUD 1PY 10000000 0.00035 5.643.759 5.643.759 977816 Floating 7,000,000 AUD 7,000,000 0.00035 <t< td=""><td></td><td>6045718</td><td>97816</td><td>Floating</td><td>7,000,000</td><td></td><td>2,000,000</td><td>0.8063</td><td>5,643,750</td><td></td></t<>		6045718	97816	Floating	7,000,000		2,000,000	0.8063	5,643,750	
97816 Desired 7,000,000 ALD 7,000,000 C8653 5,642,750 97816 Desired 7,000,000 ALD 7,000,000 C8673 5,642,750 5,642,750 97816 Cols 7,000,000 ALD 7,000,000 C8673 5,143,750 5,143,750 97816 Cols 7,000,000 ALD 7,000,000 C8673 1,128,750 5,143,750 97816 Cols 7,000,000 ALD 1,400,000 C8673 1,128,750 1,128,750 97816 Floating 4,000,000 USD 4,000,000 USD 4,000,000 1,128,750 4,000,000 97816 Floating 4,000,000 USD 4,000,000 USD 4,000,000 1,000,000		6045716	97816	Floating	100,000,000		7 000 000 7	0.8083	5849,352	
677816 ZCB 1,000,000 AUD 7,000,000 0.08857 8.184,750 677816 ZCB 1,400,000 AUD 1,000,000 0.08857 8.184,750 67781 ZCB 1,400,000 AUD 1,000,000 0.08857 1,287,500 67781 ZCB 1,400,000 AUD 1,000,000 0.08857 1,287,500 67781 ZCB 1,400,000 AUD 1,400,000 0.08857 1,287,500 67781 ZCB 1,400,000 AUD 1,400,000 0.08857 1,287,500 67781 ZCB 1,400,000 1,400,000 1,400,000 0.08857 1,287,500 67781 ZCB 1,400,000 1,400,000 1,400,000 1,400,000 0.088547 1,400,000 67781 ZCB 1,400,000 1,400,000 1,400,000 1,400,000 1,400,000 1,400,000 67781 ZCB 1,400,000 1,400,000 1,400,000 1,400,000 1,400,000 1,400,000 1,400,000 1,400,000 1,400,000 1,400,000 1,400,000 1,400,000 1,400,000 1,400,000 </td <td></td> <td>6045708</td> <td>97816</td> <td>Floating</td> <td>000,000,7</td> <td></td> <td>2.000.000</td> <td>0.8063</td> <td>5,643,750</td> <td></td>		6045708	97816	Floating	000,000,7		2.000.000	0.8063	5,643,750	
67781 [2CB 14,000,000 AUD 14,000,000		6045712	97816	ZCB	7,000,000		7,000,000	0.8063	5,643,750	
97816 [208] 1,000,000 ALD 1,000,000 CLORD (200) 1,000,000 CLORD (200) CLORD (6045713	97818	zcs	14,000,000		14,000,000	0,6571	9,199,400	
First Flexibity 180 000,000 FP 480 000,000 180 00,000 180 00		6045709	87816	ZCB	7,000,000		000,000,1	0.8083	11.287.500	
G778 [Positive 4,000,000 USD 4,000,0		6045710	97816	Fioating	190.000,000		180,000,000	0.0095	1,803,769	
97816 [Founing 4000000 USD 40004722 1,0000 40004722 97816 [Founing 40,000.000 USD 30,005.417 1,0000 40,004.222 97816 [Founing 10,000.000 USD 40,004.222 1,0000 40,047.222 97816 [Founing 10,000.000 USD 40,004.222 1,0000 40,047.222 97816 [Founing 10,000.000 USD 40,004.000 USD 1,005.300 1,005.300 97816 [Founing 1,000.000 USD 20,004.000 1,005.300 1,005.300 1,005.300 97816 [Founing 1,000.000 USD 20,004.000 1,005.30		6045706	97816	Floating	40,000,000		40,047,222	1.0000	40,047,222	Yes
First Floating 4,000,000 USD 4,000,000 USD 4,000,000 1,000 4,000,000 1,000 4,000,000 1,000 <		6045705	97816	Floating	40,000,000		40.047.222	1.0000	30.035.417	S ×
graving placeling 100 000 000 LPV TOBOR 000 000 CLORS 300 TOSS 300 gFare foliating 7,000 000 AUD 9,342,667 0,8643 750 5,8443750 gFare foliating 7,000 000 AUD 9,342,667 0,8003 7,552,552 gFare foliating 15,000 000 AUD 20,912,135 0,8003 7,552,552 gFare foliating 15,000 000 AUD 20,612,500 0,8003 17,552,552 gFare foliating 7,000 000 AUD 20,612,500 0,8003 17,542,802 gFare foliating 7,000 000 AUD 20,612,500 0,8003 17,648,802 gFare foliating 7,000 000 AUD 8,433,333 0,8003 17,648,802 gFare foliating 7,000 000 AUD 8,433,333 0,8003 17,648,802 gFare foliating 7,000 000 AUD 7,000 000 0,8003 17,648,802 gFare foliating 7,000 000 AUD 7,000 000 0,8003 17,356,417 gFare foliating 7,000		6045704	97816	Tibating	40,000,000		40,047,222	1.0000	40,047,222	yes Yes
97816 [basing 7,000,000 AUD 7,000 7,000 7,000 AUD 7,000 7,000 7,000 AUD 7,000 7,000 7,000 AUD 7,000 7,000 7,000 AUD 7,000 7,000 AUD 7,000 <th< td=""><td></td><td>6045702</td><td>97816</td><td>Floating</td><td>100,000,000</td><td></td><td>108,000,000</td><td>0.0095</td><td>1.025,300</td><td>Yes</td></th<>		6045702	97816	Floating	100,000,000		108,000,000	0.0095	1.025,300	Yes
File Including 7,000,000 ALD 20,21,200 0.000 7,000,000 ALD 20,21,200 0.000 7,000,000 ALD 20,01,200 0.000 7,000,000 ALD 20,01,200 0.000		6045700	97816	Floating	7.000,000		7,000,000	0.8063	5.843,750	Š
97816 Flauling 15 000,000 AUD AUD 20 912,300 Out 0.8663 1 16,860,703 16,860,703 Out 97816 Flauling 7,000,000 AUD 7,000,000 AUD 7,000,000 AUD 7,000,000 AUD 7,000,000 AUD 7,000,000 AUD 8,466,750 Out 0,8663 1 15,858,850 AUD 8,646,750 Out 0,8663 1 15,858,850 AUD 1,500,000 AUD 1,000,000 AUD 1,000,000 AUD 1,500,000 AUD <td< td=""><td></td><td>8045088</td><td>97878</td><td>Property</td><td>000,000,7</td><td></td><td>9312138</td><td>0.8063</td><td>7.507 912</td><td>, sex</td></td<>		8045088	97878	Property	000,000,7		9312138	0.8063	7.507 912	, sex
g77816 Franker 7,000,000 AUD 7,000,000 AUD 7,000,000 AUD 7,000,000 AUD 7,000,000 AUD 7,000,000 AUD 8,646,750 0,866,3 7,648,902 7,		6045695	97816	Floating	15,000,000		20,912,500	0.8063	16,860,703	Yes
97816 [Faulery 7000000 AUD 700000 AUD 7000000 AUD 7000000 AUD 700000 AUD 70000 AUD 700000 AUD 700000 AUD 700000 AUD 70000 AUD 700000 AUD 700000 AUD 700000 AUD 700000 AUD 700000 AUD 70000 AUD 700000 AUD 70000 AUD 70000 AUD 70000 AUD 70000 AUD 700000 AUD 70000		6045696	97816	Floating	15.000.000		20,697,500	0.8063	16,687,359	Υes
97010 Fusion 7,000,000 AUD 6,473,333 0,6623 7,687,875 97810 Fusion 7,000,000 AUD 9,473,333 0,6823 7,687,875 97816 Fusion 7,000,000 AUD 7,000,000 0,6823 7,687,975 97816 Fusion 7,000,000 AVD 7,000,000 0,6823 6,642,750 97816 Fusion 100,000,000 AVD 0,6893 7,000,200 858,273 97816 Fusion 7,000,000 AVD 0,6893 7,300,300 7,736,431 97816 Fusion 7,000,000 AVD 0,6893 7,736,431 7,736,431		6045701	97816	Foxed	000'000'7		7,000,000	0.8063	7.848.692	Yes
97816 Floading 7,000,000 AUD 9,473,333 0,8023 7,827,875 97816 Floading 7,000,000 AUD 7,000,000 0,8063 5,643,750 97816 Floading 7,000,000 AUD 7,000,000 0,8063 5,643,750 97816 Floading 100,000,000 APY 100,893,333 0,0063 5,643,750 97816 Floading 7,000,000 AUD 9,696,853 0,0063 7,820,356 7,730,400 AUD 9,596,853 0,8063 7,736,431		6045697	97816	Floating	7,000,000		9,473,333	0.8063	7,637,875	Yes
grave Freed 7,000,000 AUD 7,000,000 C0.003 S642,756 S642,756 g7816 Freed 7,000,000 JPY 7,000,000 AUD 5,000,000 6,000,000 852,73 g7816 Freed 100,000,000 JPY 100,000 AUD 8,000,000 852,73 g7816 Freed 7,000,000 JPY 9,000 AUD 9,000 7,000,000 g7816 Freed 7,000,000 AUD 9,506,833 0,000 7,736,000		6045690	87818	Floating	2,000,000		9,473,333	0.8063	7,637,875	Yes
F7816 Filesam T/000,000 JAV T/000,000 <		6045691	97816	Fixed	7,000,000		7.000,000	0.8063	5.643,750	
V/816 Polaring V/0.00,0000 J/1 V/0.00,000 J/1 J/10,00,000 J/10,		6045692	97816	Fixed	000,000,7		7,000,000	0.8063	5,643,750	,
97816 Foating 7000,000 AUD 6,565,833 0,8063 7,736,641		6045693	97816	Floating	900,000,001 000,000,0		799 689 6	0.8063	7.820.356	Yes
		Coorto	10/8	Superior		•	100:000:0	2000	000,000	

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Includes Coupon Interest Accrual	•		•	•		•	Yes	, Yes	198	•	•	•	•		•	•	Yes		Yes	•	• 1		•	•		•	,	,		•	•		•	. ,		•		•	•	. ,	•	Yes		•	•	, 8	•	•		•		•	,	Yes
Valuation - USD Equivalent	5,643,750	5,643,750	5,643,750	5,643,750	5,643,750	5,643,750	13,754,798	26,700,489	5.643.750	1,139,222	5,643,750	4,841,696	3,227,797	5,643,750	5,643,750	5,643,750	966,704	4,589,700	812,287	3,225,000	5,643,750	5,643,750	2,418,750	5,643,750	1.044.287	5,643,750	2,848,056	10.081.467	5.643,750	5,643,750	5.643.750	5,643,750	2,278,445	5,643,750	5,643,750	2.848,056	5,643,750	5,643,750	5,643,750	2,848,056	5,643,750	486,306	5,643,750	3,000,000	5,643,750	3,963,281	11,287,500	5,643,750	11,287,500	5,643,750	5,643,750			1,139,222
FX Rate at 15/09/2008	0.8063	0.8063	0.8063	0.8063	0.8063	0.8063	0.8063	0.8063	0.8063	0.0095	0.8063	0.0095	0.0095	0.8063	0.8063	0.8063	0.0095	0.6571	0.8063	0.8063	0,8063	0.8063	0.8063	0.8063	0.0085	0.8063	0.0095	0.0095	0.8063	0.8063						0.0095									0.8063	0.0095	0.8063	0.6063	0.8083		0.8063			0.0095
Valuation - Underlying Currency Amount	7,000,000	7.000,000	7,000,000	7.000.000	7,000,000	2,000,000,7	17.080,214	33,116,886	7,060,214	120,000,000	7,000,000	510,000,000	340,000,000	7,000,000	7.000,000	2,000,000	101.827.778	7.000.000	1,007,500	4,000,000	7,000,000	000,000,7	3,000,000	7,000,000	110 000 000	000'000'2	300,000,000	250,000,000	7,000,000	7.000,000	7,000,000	7,000,000	240,000,000	7,000,000	7,000,000	300,000,000	7,000,000	200'000'2	000'000'2	300,000,000	7,000,000	51,225,000	000,000,7	3,000.000	7,000,000	7.000,000	14,000,000	7,000,000	14,000,000	7,000,000	7,000,000	2,000,000,7	7,000,000	120,000,000
Currency	AUD	AUD	AUD	AUD	AUD	AUD			AUD					ACC			797				AUD		AUD		PY PY			Yet Co		_	AUD			AUD		yey.	9 AUD	AUD	0 AUD	À À	0 AUD					O AUD			AUD O					yat o
Position	000'000'2	7,000,000	000,000,7	7,000,000	7,000,000	7,000,000	17,000,000	33,000,000	17,000,000	120,000,000	7,000,000	510,000,000	340,000,000	7,000,000	7,000,000	7,000,000	100,000,000	7,000,000	1,000,000	4,000,000	7.000,000	000'000'2	3,000,000	2.000,000	100,000,7	100,000,7	300,000,008	250,000,000	7,000,000	7,000,000	7.000,000	7 000 000	240.000,000	7.000,00	7.000.000	300,000,000	7,000,00	7,000,000	7.000,00	370,000,000	7,000,000	50,000,00	0,000,7	3,000,00	7,000,00	380.000.000	14,000,000	000'000'2	14,000,000	7,000,000	7,000,000	7,000,000	7,000,00	120,000,000
Depository Account Number Instrument type	97816 ZCB	97816 ZCB	97819 2CB	97819 ZCB	97816 Fixed	97816 Floating	97816 ZCB	97816 Floating	97816 Floating	97816 ZCB	97816 ZCB	97816 ZCB	97816 Floating	97816 Floating 07816 Floating	97816 Floating	97816 ZCB	97816 ZCB	97816 203	97816 ZCB	97816 Floating	97816 ZCB	97816 Frostrio	97816 Floating	97816 Floating	97816 Fixed 97816 Floating			97816 Floating 02818 2CR	97816		97816 Floating 97816 Floating	97816 Floating	97816 ZCB	97816 ZCB	97816 ZCB	97816 Floating 07846 Elvating	97816 ZCB	97816 Floating	97816 ZCB 97818 ZCB	97816 ZCB	97816 2C8	97816 ZCB 92846 Fhainn	97816		97816 ZCB 97816 ZCB	97816 ZCB	97816 ZCB	97816 ZCB	97816 ZCB	97516 Floating 97816 Floating				
Blocking Reference	6045682	6045683	6045688	6045675	6045674	6045677	6045680	6045678	6045679	6045671	6045666	6045670	6045887	6045673	6045664		6045680	6045661	6045662	6045665	6045654	6045635	6045657	6045658	6045652	5045648	6045647	6045650	6045649	6045645	6045646	6045644	6045637	6045639	6045638	6045632	6045633	6045634	6045635	6045636	6045627	6045629	6045628	6045630	6045619	6045618	6045623	6045624	6045622	6045612	6045613	6045615	6045611	6045614 6045610
International Securities Identification Number (ISIN)	XS0335143524	XSD335143441	XS0335143284	XS0334450912	XS0334450599	XSUSS445USZ6	XS0334172094	XS0334171872	X50334171799	XSOSSESSESSESSESSESSESSESSESSESSESSESSESS	XS033383187	XS0333106507	XS0333106259	XS0332764785	XS0332136463 XS0332108413	XS0331880566	XS0331653823	XS0331505122	XS0331472281	XS0331048123	XS0331046040	XS0331045020	XS0331044726	XS0331037605	XS0330867762	XS0330724229	XS0329878770	XS0329878267	XS0329877889	XS032937421	XS0329337264	XS0329067531	XS0328666119	XS0328587166	XS0328210652	XS0327713359	XS0327465356	XS0327291349 XS0327275656	XS0327275227	XS0327082854	XS0326486734	XS0325959285	XS0324984185	XS0324583607	XS0324462133	XS0324461911	XS0324342582 XS0324187839	XS0323635713	XS0323635473 XS0323634823	XS0322468777	XS0322467969	XS0322030940 XS0321705840	XS0321794280	XS0321396987 XS0321125014

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Includes Coupon Interest Accrual	•	•		•		,		,	Yes	Yes			•	, ,	•		•	Yes		Yes	•	• •	ž	•	• •	•	Yes	•		3	Yes		Yes	. ,	Yes	. ,	•		•	•	! '		Yes	× v	•	•	1	•	1 1	
Valuation - USD Equivalent	2.848,056	5,643,750	1,518,963	5,643,750	5,643,750	3,570,000	4,390,000	1,898,704	4,752,035	953,782	806,250	5.643,750	2,088,575	946,352	886,875	3.040.000	4,500,000	962,010	3.360.000	1,460,815	5,643,750	5,643,750	493,498	5,643,750	2,750,000	949,352	1.180.000	5,643,750	2,570,000	948,352	2,930,792	1,740,000	1,246,070	5,643,750	1,950,127	1,708,834	5,643,750	5,643,750	9,493,521	4,746,760	5,643,750	474,676	357,200,000	1,823,625	6,450,000	5,643,750	5,643,750		4,746,760	4,746,760 4,746,760 4,746,760
FX Rate at 15/09/2008	0.0095	0.8063	0.0095	0.8063	0.8063	1.0000	1.0000	0.0095	0.0085	0.0095	0.8063	0.8063	0.0095	0.0095	0.8063	0.8063	1.0000	5600.0	1,0000	0.0095	0.8063	0.8063	9800:0	0.8063	1.0000	0.0095	0.0095	0.8063	1.0000	5600:0	0.0095	1.0000	0.0085	0.8063	0.0095	0.0095	0.8063	0.8063	0.0085	9800'0	0.8063	0.0095	1.0000	0.0095	0.8063	0.8063	0.8063		0 0085	0.0085
Valuation - Underlying Currency Amount	300,000,000	7,000,000	160,000,000	7,000,000	7,000,000	3,570,000	4,390,000	200,000,000	99792999	100,466,687	1,000,000	2,000,000	220,000,000	1,000,000,000	1,100,000	3.040.000	4.500,000	101,333,338	3.360,000	153,875,000	2,000,000	7,000,000	51,982,600	7.000.000	2.750,000	100,000,000	455,515,556	2,000,000,7	2,570,000	100,000,000	308,715,000	1,740,000	131,254,834	7,000,000	205,416,667	180,000,000	7,000,000	7,000,000	1,000,000,000	200,000,000	7.000.000	50,000,000	357,200,000	202,625,000	8,000,000	7,000,000	7,000,000	200,000	500,000,000	500,000,000
Currency	дdг	AUD	, di	AUD	AUD	dsr	OSD AG	i kar	Yqr	ye.	AUD	AUD	Yet	y di	AUD	AUD	osn	yqt	USD	Yqu	AUD	AUD	JPY JPY	AUD	yar USD	Yel.	Ydr	AUD	OSD	- Y-d-2	, Py	USD	λdf	AUD	YPY	چار پة	AUD	AUD	יקנ אקנ	Yqu	AUD	AGC PY	asn	yPy	AUD	AUD	AUD	200	λdſ	Yqt.
Position	300,000,000								200,000,000					1000,000,000					3,590,000	_		7,000,000,7										1,740,000		7,000,000		180,000,000			1,000,000,000			000'000'0			8,000,000	2,000,000	7,000,000	000,000.7	500,000,000	500,000,000
Depository Account Instrument type	816 Floatin	97816 208	97816 Floating	97816 2CB	97816 ZCB	97816 Floating	97816 Floating	97816 Floating	97816 Floating	97816 Floating	97816 Floating	97816 Floating	97816 Floating	97816 Floating	97816 Floating	97816 ZCB	97816 ZCB	97816 Floating	97816 Floating	97816 Floating	97816 Floating	97816 ZCB	97816 Floating	97816 Floating	97816 Floating 97816 Eleating	97816 Floating	97816 Floating	97616 Floating	97816 Floating	97816 Floating 97816 Floating	97816 Floating	97816 Floating	97816 Floating	97816 ZCB	97816 Floating	97816 Floating	97610 Floating 97816 ZCB	97816 ZCB	97816 Floating	97816 Floating	97816 ZCB	97816 Floating	97816 Floating	97816 Floating	975 918 208	97816 208	97816 ZCB	97,010/8	97816 Figuring	97816 Floating 97816 Floating
Depositor Blocking Reference Nur	27	8045608	8045608	6045605	6045600	6045608	6045599	6045594	8045596	6045597	8045588	6045595	6045592	6045588	6045591	6045589	6045586	6045587	6045585	6045580	6045578	6045577	6045571 6045571	6045573	6045574	6045572	6045568	6045576	6045561	6045588	6045580	6045563	6045567	604558	8045554 8045554	6045558	6045553	6045550	6045548	6045547	6045551	6045542	6045543	6045544	6045546	6045538	6045535	6043340	B0455361	6045537
International Securities Identification Number (ISIN)	XS0321080912	XS0320745028	AS0320102283 XS0319683990	XS0319632732	XS0319632575	XS0319158702	XS0319159454	XS0318598056 XS0318538930	XS0317981081	XS0317943586	XS0316953925 XS0318053255	XS0316826733	XS0316169050	XS0315419134	XS0314747105	XS0314578310	XS0313950031 XS0313782814	XS0313664459	XS0313537184	XS0313326729	X\$0312723272	XS0312428609	XS0312057432 XS0311754963	XS0311740582	XS0311664543	XS0310885933	XS0310863021	XS0310085062 XS0310083950	XS0309790797	XS0309365319 XS0309227436	XS0309186731	XS0309186145	XS0307903830	XS0307083491	XS0307008372 XS0307008481	XS0305127150	XS0305103565 XS0304473019	XS0303864184	XS0303862998	XS0303531700	XS0303178825	XS0302821755	XS0302264535	XS0302118632	XS0300351193 XS0300348296	XS0299661099	XS0299369511	XS0298612697		XS0298201988

S0295861107 S0295002231	Blacking Reference	Depository Account Number Instrument type	Position Currency	Valuation - Underlying Currency Amount	FX Rate at 15/09/2008	Valuation - USD Equivalent	Includes Coupon Interest Accrual	
(\$0295002231	6045530	87816 Floating	173,000,000	176,484,028	9800'0	1,675,455	Yes	Г
000000000000000000000000000000000000000	6045531	97816 Floating	100,000,000	102,625,000	0.0085	874,273	Yes	
700tt7t8700	6045522	97816 ZCB		2,000,000	0.8063	5,643,750		
50283140553	6045524	97816 Floating		100,000,000	\$800.0	848,352		
(\$0292221776	6045528	97816 Floating		123,306,667	0.0085	1,170,614	Yes:	
(S0291873122	6045526	87816 Floating		51,911,111	0.0085	492,819	Yes	
(\$029098994	6045525	97815 Floating		505,104,167	0.0085	4,705,217	Yes	
(\$0290093847	6045521	97816 Floating		100,000,000	0.0095	949,352		
(\$0289338948	6045523	97816 Floating		000,000,00	0.0085	854,417		
(\$0286637144	6045517	97816 Floating		50,000,000	0.0085	474,676	,	,
(S0280508952	6045520	97816 Floating	300,000,000 300,000,000	338,550,000	0.000	150,412,6	Set.	
(\$0279730435	6045516	97816 Floating	3,000,000,000	2000,000 014	00000	3.892.343		
(302/93/6332	6040018	07838 EDating		102.655.556	0.0085	112,778	Yes	
(302102000	6045515	97816 Floating		100,000,000	0.0095	949,352		
(50272915389	6045513	97816 Floating	Y9L 000,000,00	50,700,000	0.0085	481,321	Yes	
SD272543900	6045510	97816 ZCB	300,000 EUR	300,000	1,4184	425,520		-
(\$0272080457	6045512	97816 Floating	1,000,000,000 JPY	1,000,000,000	0.0095	8,463,521		
(\$0271188285	6045514	97816 ZCB		2.000,000	0.8063	5,643,750		
(S0270820177	6045509	97816 Floating		105,785,833	0.0095	1,004,375	×es	
<s0268364766< td=""><td>6045507</td><td>97816 Floating</td><td></td><td>200,000,000</td><td>0,0095</td><td>1.898.704</td><td></td><td></td></s0268364766<>	6045507	97816 Floating		200,000,000	0,0095	1.898.704		
(S0268364253	6045506	97816 Floating		100,000,000	0.0095	848,352	:	
(\$0268241683	6045508	97816 Floating		101,408,333	0.0095	962,722	, ves	
<\$0266551299	6045505	97816 Floating		50,085,556	0.0095	475,488	Yes	
(S0264130369	6045496	97816 ZCB		5.000.000	0.8063	4,031,250		
KS0263871674	8049031	97816 ZCB		16,500,000	1,4184	23,403,600		
KS0262585374	6045500	97816 ZCB		5,000,000	0.8063	4,031,250		
KS0261613474	6045501	97816 ZCB		5.000,000	0.8063	4,031,250		
KS0260439210	6045502	97816 Floating		000,000,000	0,6063	4,051,250		
KS0258128247	6045504	97816 Floating		000,000,000	1.0000	0.402.504		
KS0257593037	6045499	97816 Fuxed	1 000 000 ch	000 000 01	1.0000	10,000,000		_
XS0257328392	6045503	PAGE CLAME		10.000.000	1,0000	10,000,000		
X50256738757	9910909	OZSZE Fibrating		3.000.000	1.0000	3.000,000		-
A30233717808	8045495	97816 ZCB		8,500,000	1,4184	13,474,800		
X30Z3Z833710	6045490	97816 Fixed		553,433	1.0000	553,433	Yes	
XS0234063906	6045491	97816 Floating	100,000,000 JPY	101,041,667	0.0095	959,241	Yes	
XS0224346592	6045492	97816 ZCB	3.200,000 EUR	3,200,000	1.4184	4,538,880		,
XS0207897199	6045483	97816 Fixed	1,000,000 USD	1,046,500	1.000	1,046,500	Yes	
XS0186852728	6045488	97816 Fixed	8,400,000 USD	8,400,000	00001	8,400,000		
XS0178999537	6049030	97816 ZCB	4,260,000 EUR	4,260.000	1,4184	6,042,384		
XS0109171586	6045489	97816 Floating	S00,000,000 JPY	200,000,000	5800'0	4,746,760		
XS0107875642	6045487	97816 ZCB	\$00,000,000 JPY	500,000,000	0.0095	4,745,760		

acibe, accrued interest has been calculated for Fixed and Fixating Rate Notes. In some instances this has not been possible due to lack of information at the time of submissions was all rights with respect to all valuations including as to accrued interest.

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